

**CITY OF ISSAQUAH AND CITY OF REDMOND
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is dated for reference purposes the 1st day of January 2011, and is agreed to by and between the City of Redmond; hereinafter referred to as "City," and the City of Issaquah; hereinafter referred to as "Issaquah".

WHEREAS, Issaquah has a jail facility, with supporting personnel; and

WHEREAS, the City has no jail facility for holding persons charged and/or convicted of violations of City ordinances; and

WHEREAS, City is desirous of contracting with Issaquah in order to provide the City with needed jail services, and Issaquah is contracting with the City to provide said jail services;

NOW, THEREFORE, the parties have entered into this agreement in order to provide needed jail services to the City, **NOW, THEREFORE**

The City and Issaquah have entered into this agreement under the terms and conditions set forth herein.

1. **Statement of Purpose.** This agreement has been entered into in order to provide jail services to the City.

2. **Obligations of City of Issaquah:**
 - 2.1 **Services.** Issaquah shall book and hold in the Issaquah jail facilities City prisoners charged and/or convicted of a misdemeanor violation of City ordinances. Issaquah shall be responsible for the prisoner from the time the prisoner is screened and accepted in the Issaquah booking room until the prisoner is released to a City official or released in accordance with the instructions given to Issaquah by a City official or Court Order.
 - 2.2 **Minimum Beds Commitment.** Issaquah guarantees a minimum of 15 daily jail beds for City inmates.
 - 2.3 **Displacement.** Issaquah will notify the City of jail occupancy status when contacted by City prior to booking. Prisoner bed space is offered on an as available basis once the guaranteed beds are filled.
 - 2.4 **Price.** Issaquah will bill the City the sum of \$90.00 per day, per inmate bed for booking and incarceration. Beginning January 1, 2012, the price per day, per inmate bed for booking and incarceration will increase annually by an amount not to exceed 5% per year.
 - 2.5 **Minimum Bed Commitment Fees.** Issaquah shall reconcile guaranteed bed commitment on a monthly basis. In the event the City does not meet the minimum bed commitments, Issaquah shall collect a fee equal to the guarantee minimum bed commitment stated in Section 2.2.
 - 2.6 **Billing.** Issaquah shall submit to City a monthly accounting of prisoners booked and incarcerated in the previous month, along with an invoice for payment. The invoice will show the number of beds used by the City.

- 2.7 **Indemnification to City.** Issaquah agrees to indemnify and hold City harmless from any and all claims, lawsuits or other legal action and from all costs including reasonable attorney's fees, which arises out of any alleged wrongful or negligent act or omission by any officer, agent, or employee of Issaquah occurring subsequent to any claimant's entry into the Issaquah booking room and during any claimant's incarceration in the Issaquah City Jail. City will accept Issaquah's membership in the Washington Cities Insurance Authority as fulfilling the provisions of the insurance policy requirement.
- 2.8 **Compliance with regulations.** Issaquah shall maintain its jail facilities in compliance with all state and federal regulations. Issaquah shall supply the City with a copy of their jail regulations upon request.
- 2.9 **Medical Expenses.** Issaquah shall check with the designated official from the City, as soon as practical, before any routine medical or dental treatment is rendered beyond routine sick call. Issaquah shall be required to notify the City when determining the need for medication of any prisoner brought to Issaquah for incarceration under this Agreement.

3. **Obligations of the City of Redmond:**

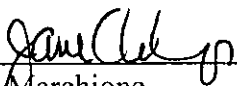
- 3.1 **Services:** City shall be responsible for the prisoner until the prisoner is screened and accepted into the Issaquah Jail for booking.
- 3.2 **Minimum Beds Commitment.** City shall receive and pay for a guaranteed minimum of 15 daily jail beds from Issaquah.
- 3.3 **Displacement.** City understands and agrees that prisoners committed to the Issaquah Jail facility, by the City, will be subject to being displaced at any time if Issaquah finds that it does not have adequate facilities to house prisoners beyond the minimum beds commitment stated in Section 3.2.
- 3.4 **Price.** City shall pay Issaquah the sum of \$90.00 per day, per inmate bed for booking and incarceration. Beginning January 1, 2012, the price per day, per inmate bed for booking and incarceration will increase annually by an amount not to exceed 5% per year.
- 3.5 **Minimum Beds Commitment Fees.** City agrees to pay for all guaranteed minimum beds stated in Section 3.2 whether the beds are used or not. City understands the fees are based on an average daily population reconciled on a monthly basis.
- 3.6 **Billing.** City shall promptly remit payment for said services
- 3.7 **Indemnification to City.** City agrees to defend, indemnify and hold Issaquah harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees, which arise out of any alleged wrongful arrest, false imprisonment, or other wrongful or negligent act or omission by any agent, officer or employee of City. In addition, City agrees to maintain a policy of liability insurance naming Issaquah as an additional insured covering any risk of loss to City as described in the foregoing sentence. The policy limits of such public liability insurance shall be at least \$1,000,000 per occurrence. A

certificate of insurance shall be supplied to Issaquah verifying such coverage. City's membership in the Washington Cities Insurance Authority will fulfill the provisions of the above insurance policy requirement.

- 3.8 **Compliance with regulations.** City agrees to comply with the Issaquah jail regulations relating to the booking, confinement and discharge of prisoners, provided that it is City's duty to be aware of all pertinent regulations and amendments thereto.
- 3.9 **Medical Expenses.** The City shall be solely responsible for any and all medical, dental or emergency care beyond routine sick call, inclusive of transportation, that must be provided to City prisoners housed in Issaquah facilities when a non-emergency condition exists. City shall provide or pay Issaquah with any prescribed medication. If any renewal or additional medication is necessary, and the prisoner is unable to pay for the same, the City shall be responsible for that medication.
- 3.10 **Prisoner Transportation.** The City shall be solely responsible for any and all prisoner transportation needs to and from court appearances and/or other corrections facilities.

- 4. **Term:** The term of this Agreement shall commence on the date first shown above. This agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice.
- 5. **Administration:** This Agreement shall be jointly administered by the Police Chief's of Issaquah and the City.


CITY OF REDMOND



John Marchione,
Mayor

Dated: 11/4/16

CITY OF ISSAQUAH



Paul D. Ayers,
Chief of Police

Dated: 11-09-2010

END/